

Annex A - Regulatory Requirements and Scope

1. Requirements of the Occupational Health Safety Code - Alberta

1.1 The requirements come from two sections 187(1) concerning pallets and storage racks, and 190(1) concerning skeleton structures. The clause that deals with inspection and repair is shown below:

Pallets and storage racks

187(1) An employer must ensure that pallets used to transport or store materials or containers are loaded, moved, stacked, arranged and stored in a manner that does not create danger to workers.

(2) An employer must ensure that racks used to store materials or equipment

(a) are designed, constructed and maintained to support the load placed on them, and

(b) are placed on firm foundations that can support the load

(3) A worker must report any damage to storage rack to an employer as quickly as is practical.

(4) The employer and the workers at a work site must take all reasonable steps to prevent storage racks from being damaged to the extent that their integrity as a structure is compromised.

2. Scope and Terms

2.1. This report does not evaluate the design of the rack or its capacity. The scope of this report is limited to the restoration of the members that were damaged. It is assumed that the existing structure is in compliance with regulations and is structurally adequate.

2.2. The accuracy of this report relies on the field repair technician accurately photographing the condition of the damaged member and the final condition with the repair device installed. The technician provided a series of digital images that have been reviewed by the professional engineer.

2.3. RNW Rack NetWork does not assume any product liability that would otherwise be that of the rack manufacturer or suppliers that performed the repair.

being subject to special terms that hold Rack Net-Works harmless. The terms below 2.4. The conditions stated above in paragraph 2.1 and 2.2 result in services provided

are supplemental to the standard Terms of Engagement that have been previously supplied to the company that provided the repairs.

"The client must agree to indemnify and hold RNW harmless from and against any and all claims, actions, suits, losses, damages, and liabilities, including attorney fees and costs of defense, arising from any contention or allegation, whether well founded or otherwise, resulting from this report, or the failure to advise the client of information not reported."